

## AGENDA MEMO

**TO:** Mayor & City Commission      **AGENDA DATE:** 12/13/2010  
**FROM:** Faith G. Miller, City Manager      **AGENDA ITEM:** 7 - B  
**SUBJECT:** Request for consideration for renewal of Halifax Humane Society Contract.

**LOCATION:**

N/A

**BACKGROUND:**

The Department of Enforcement Services utilizes Halifax Humane Society to house, care for and provide the humane disposition of impounded animals. Currently, there are only two humane societies that accept stray animals in Volusia County. Halifax Humane Society is one of those facilities we utilize on an as needed basis. There are no other known facilities who can perform or provide this service.

**ORIGINATING  
DEPARTMENT:**

Enforcement Services

**SOURCE OF FUNDS:**

Animal Kennel Fees

**COST:**

\$80,000.00

**REVIEWED BY:**

City Attorney

**STAFF  
RECOMMENDATION  
PRESENTED BY:**

Dale Baker, Enforcement Services Director - Request is being made to purchase the services of housing, care and the humane disposition of impounded animals from Halifax Humane Society for an additional year from January 1, 2011 through December 31, 2011.

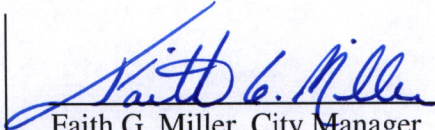
**POTENTIAL  
MOTION:**

"I move to renew the contract for services between Halifax Humane Society and the City of Deltona as specified for an additional year from January 1, 2011 through December 31, 2011."

**AGENDA ITEM**



**APPROVED BY:**

  
Faith G. Miller, City Manager

**ATTACHMENTS:**

- 2011 Amendment
- 2008 Agreement
- 2008 Agreement Amendment



**Halifax Humane  
Society Inc.**

**BOARD OF DIRECTORS**

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*First Vice President*

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*Executive Director*

November 29, 2010

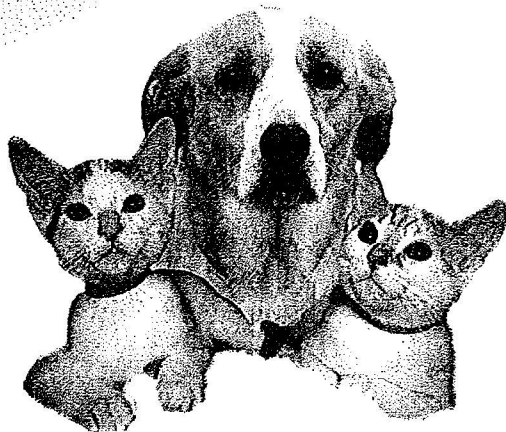
City Deltona  
2345 Providence Blvd.  
Deltona, FL 32725  
Attn: Dale Baker

Dear Dale Baker:

Enclosed you will find two pre-signed copies of the amended 2011 service agreement with the Halifax Humane Society. This document will formalize the changes in rates to you beginning January 1, 2011. Please return one copy to me for our files after it has been signed by your officials.

Thank you for your cooperation in this matter, if you have any questions, feel free to contact me at 274-4703 ext. 325 or by email to [mpari@halifaxhumanesociety.org](mailto:mpari@halifaxhumanesociety.org)

Sincerely,  
  
Michelle Pari  
Interim Executive Director



**FOURTH AMENDMENT TO SERVICES AGREEMENT**

1. The Board of Directors for the Halifax Humane Society ("HHS") has approved a rate increase for the 2011 Services Agreement. Effective January 1, 2011, all rates within the Services Agreement will increase and the following paragraphs of the Services Agreement are hereby amended as follows:

**Paragraphs 3, 8 and 9** – The rates of \$48.31 and \$13.02 shall become \$50.00 and \$13.50, respectively.

**Paragraphs 4, 5, 6 and 11** – The rates of \$48.31, \$13.02 and \$14.56 shall become \$50.00, \$13.50 and \$15.00, respectively.

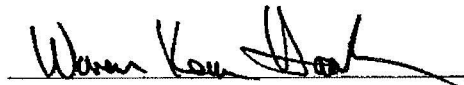
**Paragraph 7** – The rate of \$14.56 shall become \$15.00.

**Paragraph 10** – The rate of \$48.31 shall become \$50.00.

**HALIFAX HUMANE SOCIETY, INC.**

WITNESSES







MICHELLE PURI

Interim Executive Director

**CITY OF DELTONA**

WITNESSES

\_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_

\_\_\_\_\_  
City Manager



## CONTRACT FOR SERVICES BETWEEN

Halifax Humane Society, Inc.

AND

The City of Deltona

This Services Agreement ("Agreement") made this 22 day of January, 2008, by and between the **Halifax Humane Society, Inc.**, a Florida non-profit corporation, ("Humane Society"), and the **City of Deltona**, a Florida municipal corporation, ("City").

**WHEREAS**, in order to enforce the ordinances of the City and the laws of the State of Florida with respect to stray animals, the City desires to deliver stray animals to the Humane Society for the humane impoundment and humane disposition of said animals; and

**WHEREAS**, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in assuring that impounded animals are sheltered in a humane manner and those which must be destroyed, be so destroyed in a humane manner.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

1. **TERM:** This Agreement will take effect on the 1st day of January, 2008, and will remain in full force and effect for a twelve (12) month period ending on the 31st day of December, 2008.

2. **ANIMAL SHELTER:**

( a ) The Humane Society will maintain and operate an animal shelter ("Shelter") in a manner adequate for the confinement, remedial treatment and disposal of stray dogs or cats which may be delivered to it from all areas within the City, and will furnish at its sole expense all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein agreed to be provided. Remedial care will be provided for injured animals during operating hours when there is a staff veterinarian available, at the

Humane Society's sole expense. The Shelter will be operated at 2364 LPGA Blvd , Daytona Beach, Florida.

( b ) The Humane Society will provide means to accept, during the Shelter's normal operating hours, all stray dogs and cats and other domesticated animals delivered to the Shelter by the City's Police or Animal Control Officers or other designated officers appointed by the City for this purpose. The Humane Society will accept wild animals and livestock only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject these animals will be solely within the discretion of the Humane Society. The Humane Society will require all persons who drop off or report injured or stray animals to the Shelter during the Shelter's normal operating hours to give their names and present home and post office addresses and to identify the place where the animals involved were located or picked up.

The City recognizes in executing this Agreement that the Humane Society has no means of requiring persons who drop off injured or stray animals after the Shelter's normal operating hours in the after-hours cages to provide their contact information. If a person drops off an injured or stray animal in the Shelter's after-hours cages and only provides the location where the animal is picked up and the location is within the City's limits, the City agrees to pay for all charges related to such animal.

(c) When the City delivers an animal to the Shelter for impoundment and when the animal bears an identification tag indicating ownership of the animal, the Humane Society within one (1) working day after receipt of such animal, will use its best efforts to notify the owner thereof and to inform the owner of the procedure whereby the owner can recover the animal, with the exception that any animal suspected of rabies or which has bitten or otherwise exposed any person to rabies, will not be released to its owner until after a ten (10) day impoundment period and without the express approval of the Volusia County Health Department through its authorized representatives.

When a stray dog or cat is delivered to the Shelter and is not suspected of rabies or has not bitten or otherwise exposed any person to rabies, the Humane



Society will impound the animal at the City's expense for a period of three (3) days. If the owner has not retrieved the animal within the three (3) day period, the Humane Society will thereafter provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures.

### **3. BILLING & PAYMENT:**

(a) In consideration of the agreements and undertakings to be performed by the Humane Society, the City agrees to pay the Humane Society monthly, in arrears, the sum of \$44.24 plus \$11.92 per day of impoundment, not to exceed a period of three (3) days for:

(i) each stray dog or cat or domesticated animal delivered to the Shelter by either the City's Police or Animal Control Officers;

(ii) each stray dog or cat or domesticated animal emanating from within the City and delivered to the Shelter by a private citizen;

(iii) each injured, stray dog or cat or domesticated animal picked up by the Humane Society within the City.

(b) Payment must be made to the Humane Society within thirty (30) days of the date of the invoice. An eighteen percent (18%) interest rate will be assessed to any outstanding balance which is ten (10) days past due. If the Humane Society chooses to waive the imposition of interest on a particular invoice, such waiver will not constitute a waiver to the imposition of interest on a future invoice. If the City has a dispute about a charge on its invoice, it must contact the Humane Society's bookkeeper at 386.274.4703, extension 315, within fifteen (15) days of the date of the invoice. Failure by the City to report a disputed charge within such time period will constitute a waiver of any claim by the City with respect to such disputed charge and the City will be liable for the full amount of the disputed charge. The City is still responsible for paying any disputed charge(s) within thirty (30) days of the date of the invoice, however, the Humane Society will subsequently credit the City's account for any charge(s) improperly assessed against it.

(c) The Humane Society will submit to the City, with its monthly statement, all pick up addresses of stray animals charged to the City's account not impounded by a City Animal Control Officer, the names and addresses of all persons claiming such stray animals that are dropped off at the Shelter during normal operating hours, and, if known, the names and addresses of all persons claiming such stray animals that are dropped off in the Shelter's after-hours cages.

(d) In the event an impounded animal is reclaimed by its owner, the Humane Society will collect from the owner all costs for which the City is liable for such animal and credit the City's account for any monies so collected. In addition, no animal will be returned to its owner until all costs have been collected from the owner by the Humane Society.

**4. RABIES IMPOUNDMENT:** The Humane Society will provide space for the confinement, observation and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies, and will accept, care for and dispose of any such animal delivered to the Shelter and will cause to have removed and make available to the Volusia County Health Department Officer for laboratory examination the head of any such animal which becomes ill or dies while under confinement for such reasons. Decapitation of rabies specimen animals will be provided at a cost of \$33.33. Impoundment of stray animals requiring quarantine will be charged at a rate of \$44.24 plus \$11.92 per day for the first three (3) days and \$13.33 per day thereafter. All charges to be paid by the City.

**5. CONFISCATED ANIMALS:** The Humane Society will agree to accept confiscated animals as strays or accept said animals as "confiscated" only when the provisions of Section 828.073, Florida Statutes are satisfied (i.e. petition the Court for a hearing). Such impoundment will be charged at a rate of \$44.24 plus \$11.92 per day for the first three (3) days and \$13.33 per day thereafter. All charges to be paid for by the City. The appropriate paper work must be submitted by the seizing agent to the Humane Society within three (3) business days of impoundment of the confiscated animal. Failure to comply with this



requirement will convert any "confiscated" animals to "stray" status to be charged to the City at the normal stray fees. All charges to be paid for by the City.

**6. DANGEROUS DOG LAW:** Pursuant to Sections 767.12 and 767.13, Florida Statutes, it will be the sole responsibility of the City's animal control authority to determine whether a dog is dangerous and to submit to the Humane Society the necessary paperwork described in the applicable statutes. If quarantine is necessary, the dog may be quarantined for ten (10) business days at a bona fide boarding kennel or veterinarian's office of the seizing agent's or owner's choice. Otherwise, the Humane Society will quarantine all dogs that the City's animal control authority determines to be dangerous for ten (10) business days and the impoundment for such dogs will be charged at the rate of \$44.24 plus \$11.92 per day for the first three (3) days and \$13.33 per day thereafter. All charges to be paid by the City. If the owner of the dog is unknown by the end of the quarantine period, the City may request that euthanasia be performed by the Humane Society when it is the City's belief that the dog poses a threat to public safety.

**7. WILD ANIMAL EUTHANASIA FEE:** There will be a \$13.33 fee for any raccoon, opossum or any other specie of wild animal delivered to the Shelter for euthanasia by the City.

**8. OWNER OF ANIMAL IS IN CUSTODY/DECEASED/HOSPITALIZED:** All animals whose owners are in police custody, deceased or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. The Humane Society will accept any of the above stated animals and the impoundment for such animals will be charged at the rate of \$44.24 plus \$11.92 per day the animal is impounded. All charges to be paid for by the City.

**9. CONFISCATED ANIMALS DUE TO OWNER EVICTION:** Animals seized by the City as a result of an owner eviction will be held by the Humane Society for the period necessary to attempt to contact the owner by certified mail. Upon receipt of the certified mail, the owner will be afforded an additional three (3) days to reclaim his/her animal(s), and, if reclaimed, will be responsible for all charges from the date of seizure. If not reclaimed by the owner, all charges will

be paid by the City at a rate of \$44.24 plus \$11.92 per day from the date of seizure.

As the impounding agency, if the City chooses not to have the Humane Society hold the animal for the certified mail period, the City may submit the animal to the Humane Society as a "stray," in which case the animal will be held for three (3) days prior to disposition. The City agrees to fully indemnify the Humane Society for any and all claims that may arise as a result of the City's decision to submit the animal as a "stray." All charges will be paid by the City at a rate of \$44.24 plus \$11.92 per day of impoundment.

**10. OWNER-SURRENDERED ANIMALS:** Animals surrendered to the City by their owners, guardians or care givers which are subsequently delivered by the City to the Shelter will incur a cost of \$44.24.

**11. POT-BELLIED PIGS:** Pot-bellied pigs delivered to the Shelter for impoundment by the City will be provided housing and care at a rate of \$44.24 plus \$11.92 per day for the first three (3) days and \$13.33 per day thereafter if so required.

**12. REMEDY IN THE EVENT OF BREACH:** In the event that the City fails to make timely payment to the Humane Society for services rendered pursuant to this Agreement, the Humane Society, in its sole discretion, may elect to terminate this Agreement and to cease providing services to the City. If the Humane Society exercises this option, it will provide the City with thirty (30) days written notice of its decision to terminate the Agreement. The City will still be responsible for payment of all services rendered by the Humane Society prior to and during the thirty (30) day notice period. Upon expiration of the thirty (30) day notice period, the Humane Society will no longer provide any services to the City.

**13. WAIVER OF BREACH:** The waiver by the Humane Society of any breach or violation of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement.

**14. MEDIATION:** Any dispute arising from this Agreement, including, but not limited to, disputes over fees for services, will be mediated prior to a lawsuit being filed. Mediation will occur within sixty (60) days of written request by either



party to mediate unless agreed to otherwise. The written request must be delivered in accordance with the provisions of Paragraph 22, below, of this Agreement. The cost of the mediator's fee will be borne equally by the parties.

**15. ATTORNEY'S FEES:** With the exception of the cost of the mediator's fee as provided in Paragraph 14 of this Agreement, the City agrees to pay for all costs, expenses, losses, damages and reasonable attorney's fees incurred by the Humane Society, regardless if litigation ensues, in the collection of any fees owed to it and not paid when due under this Agreement.

**16. INDEMNIFICATION FOR THIRD PARTY CLAIMS:** Without regard to the fault or negligence of either party, the City agrees to indemnify, defend, save, and hold harmless the Humane Society, its shareholders, officers, directors, employees and other agents from and against any and all third party claims, liabilities, causes of action, damages, judgments, attorney's fees, court costs, and expenses which arise out of or are related to the performance of this Agreement. The City understands that this obligation of indemnification survives the expiration or termination of this Agreement.

**17. RENEWAL:** This Agreement will automatically renew on an annual basis unless thirty (30) days written notice is given by either party. The fees for services rendered under this Agreement will hereafter be changed by written addendum to reflect projected costs for the upcoming year.

**18. VENUE:** The parties further agree that this Agreement will be governed by the laws of the State of Florida and that venue for any and all suits arising out of or otherwise attributable to this Agreement will lie exclusively in the courts of Volusia County, Florida.

**19. SEVERABILITY:** If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such will not affect the validity of any other provision, or part thereof, of this Agreement.

**20. ENTIRE AGREEMENT:** This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants,

agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this Agreement

21. **AMENDMENTS:** This Agreement cannot be amended or modified except by a writing executed by both of the parties hereto or their respective administrators, trustees, personal representatives and successors.

22. **NOTICES:** Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designated for that purpose by written notice by either party to the other party.

IN WITNESS WHEREOF, the Humane Society and the City have executed this Agreement in any number of counter part copies, each of which share will serve as an original, effective on the date and year as set forth above.

**HALIFAX HUMANE SOCIETY, INC.**

WITNESSES

Michem Pi

[Signature]

JAMES NOE

Executive Director

Josephine F. Gallup

**CITY OF DELTONA**

WITNESSES

Glenn B. Proctor

[Signature]

Mayor

John Kent

[Signature]

City Manager



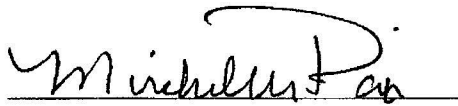
**AMENDMENT TO SERVICES AGREEMENT**

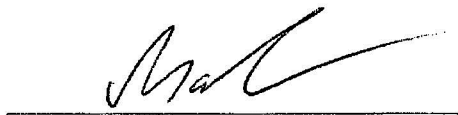
The following paragraph is hereby deleted from the Services Agreement:

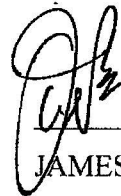
16. **INDEMNIFICATION FOR THIRD PARTY CLAIMS:** Without regard to the fault or negligence of either party, the City agrees to indemnify, defend, save, and hold harmless the Humane Society, its shareholders, officers, directors, employees and other agents from and against any and all third party claims, liabilities, causes of action, damages, judgments, attorney's fees, court costs, and expenses which arise out of or are related to the performance of this Agreement. The City understands that this obligation of indemnification survives the expiration or termination of this Agreement.

**HALIFAX HUMANE SOCIETY, INC.**

WITNESSES





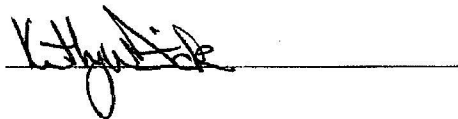


JAMES NOE

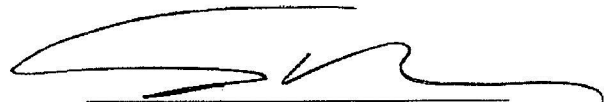
Executive Director

**CITY OF DELTONA**

WITNESSES







Mayor



City Manager